

KEOKUK CSD/AFSCME #2005
(BLUE COLLAR)

06-09

EMPLOYMENT AGREEMENT

BETWEEN

**KEOKUK COMMUNITY
SCHOOL DISTRICT**

AND

**LOCAL 2005
AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

JULY 1, 2006 – JUNE 30, 2009

PREAMBLE:

This Agreement entered into by the Keokuk Community School District, hereinafter referred to as the Employer, and Local 2005, American Federation of State, County, and Municipal Employees, AFL-CO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment.

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ARTICLE I: RECOGNITION

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees of Keokuk Community School District as per the PERB certification document dated January 26, 1976.

ARTICLE II: DUES DEDUCTION

DUES DEDUCTIONS:

- A. The employer agrees to deduct the Union dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer by the 15th of the succeeding month, after such deductions are made. Dues deduction forms will be provided by the Union. Such order shall be only terminable with written notice to the employer and the Union during the last two weeks of the last year of the Agreement. The employer agrees not to hold employee requests to terminate a payroll dues deduction. Any increase in dues will automatically be in effect thirty (30) days from the time payroll is notified by the Union secretary.
- B. The employer agrees to deduct a PEOPLE deduction once each month from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted each month shall be stated in employee's written authorization. The employer agrees to remit any deductions made pursuant to this provision to the Treasurer of the Union by the 15th of the succeeding month, after such deductions are made. The employer shall submit an itemized statement listing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Such order shall be only terminable with written notice to the employer and the Union anytime between June 15th and June 30th of each contract year. The employer agrees not to hold employee requests to terminate a PEOPLE deduction received prior to June 15th.
- C. Upon appropriate written authorization from the employee, the board shall deduct from the employee's salary the proper remittance for: annuities, credit union, savings bonds, charitable donations, and insurance(s).
- D. Deductions for any membership dues shall only occur when the employee has sufficient earnings to first cover deductions for social security, federal taxes, state taxes, retirement, and insurance(s).
- E. No other employee organization shall be granted or allowed to maintain payroll deductions for employees covered by this Agreement.
- F. The local Union may, at its discretion, make presentations to new employees during their work time. Such presentations will be limited to one-half hour in length and shall occur only once during each calendar year. One local Union representative shall be paid for this half-hour.

- G. **HOLD HARMLESS CLAUSE** The Union agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability which may arise out of any action taken or not taken by the employer for the purpose of complying with the provisions of this section.

ARTICLE III: IMPASSE PROCEDURES

Impasse procedures will be those prescribed by the PERB.

ARTICLE IV: STRIKES AND LOCKOUTS

SECTION 1: LOCKOUTS

No lockout of employees shall be instituted by the employer during the term of this agreement.

SECTION 2: STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement, nor shall the Union participate or attempt to instigate any type of work stoppage. The Board of Education shall at no time require an employee to act as a strikebreaker or go through picket lines.

ARTICLE V: GENERAL SAVINGS CLAUSE

GENERAL SAVINGS CLAUSE

- A. Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision; the parties agree immediately to negotiate a substitute for the invalidated Article, section, or portion thereof and the remaining articles in the Agreement shall remain in full force and effect.
- B. If both parties request, negotiations may be re-opened on any item.

ARTICLE VI: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance** - a grievance is a claim by an employee, a group of employees or the union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or the terms or conditions of any individual contractual agreement between the Board and the Employee.
 - a. **Aggrieved Person** - An "aggrieved person" is the person or persons or the Union in the case of group grievances making the complaint.
2. **Time Limits** - The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits, the grievance shall proceed to the next step. The time limits may be extended by mutual agreement.
3. **Investigation or processing of a grievance** shall not unduly interfere, or interrupt the work schedule of the employees involved.
4. **File in Writing - Step II** - The aggrieved party shall present in written form at Step II the alleged grievance, the specific sections of this contract the aggrieved feels have been violated, the requested

remedy and the names of the employees that will be present at the grievance hearing. This initial written statement shall be the grievance, and at no time may it be broadened and/or increased in scope. The grievance form shall be provided by the Union. The employees involved in the grievance may change from one step to the next but at no time shall the number exceed four (4) on behalf of the union.

5. Preparation of the Grievance - All preparation and discussions of the grievance on behalf of the Union or the Employees it represents will be on non-scheduled work time unless approved by the Superintendent or his designee without loss of pay during the work day.
6. Representation - The employee has the right to be represented at all levels of the Grievance Procedure by a representative of the Union.
7. Group Grievance - Any action taken at the District Level which is subject of a grievance may be filed at the third step.

B. PROCEDURE

Step I - An attempt shall be made to resolve any grievance in informal discussion between the grievant and/or the Union Steward and the grievant's immediate supervisor. Such informal discussion must take place within ten (10) workdays of the act, giving rise to the grievance or the employee's knowledge of the act gives rise to the grievance. The supervisor shall respond to the complaint within five (5) workdays.

Step II - All group grievances or Union grievances shall commence at Step II. If the grievance proceeds to Step II, it shall be filed in writing as described herein within ten (10) work days of the occurrence of the grievance as described in Step I above if it is union or group grievance and within ten (10) work days following the informal conference in Step I if it is an individual employee grievance.

The immediate supervisor shall meet with the aggrieved party or parties within five (5) workdays of the receipt of the grievance.

Step III - In the event a grievance has not been resolved at the second step, the aggrieved party shall file within five (5) work days of the supervisor's written response a copy of the grievance with the Superintendent or his designee shall schedule a meeting to discuss the grievance. The Superintendent or his designee shall communicate in writing his decision within ten (10) workdays to the employee, the Union and the immediate supervisors.

Step IV - If the grievance is still unsettled, the Union may within fifteen (15) workdays after the reply of the Superintendent or his designee, by written notice to the employer request arbitration.

The Superintendent or his designee and/or the Union shall draft a request to the Public Employment Relations Board seeking a list of five (5) arbitrators. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of this agreement. His authority shall be strictly limited to the issue or issues presented to him in writing and his decision must be based solely upon his interpretation of the express language of this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

C. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

D. EMPLOYEE RELATIONS COMMITTEE

Employees selected by the Union to act as Union representatives shall be known as "stewards". Stewards shall not have a personal interest in those grievance hearings where they represent the Union. The names of the employees selected as Stewards, and the names of other Union representatives who may represent employees shall be certified in writing to the Administration by the local Union and the individuals so certified shall constitute the Union representatives on the Employees Relations Committee.

The representatives selected by the Administration shall comprise the other portion of the Employee Relations Committee and the committee will meet as needed throughout the year.

All such Employee Relations Committee meetings shall be scheduled by the Superintendent or his designee after consulting with the Union president and shall be held during working hours, on the Employer's premises and without loss of pay.

The purpose of the Employee Relations Committee meeting will be to discuss problems that may arise between the employees or the Union and the Board and/or its authorized representatives. Such problems may include but not be limited to grievances, or potential grievances.

The Committee's authority is expressly defined by the language included in this section of the contract and its function shall be purely advisory. Any and all decisions reached by the Committee are recommendations and may be accepted, rejected or modified by the Board or its authorized representatives.

ARTICLE VII: GENERAL PROVISIONS

SECTION 1

All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.

SECTION 2

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each building within the school district to be used by the Union and by the employer to post all notices to the Union membership. The Union shall limit its posting of notices and bulletins to such bulletin boards.

SECTION 3

The employer agrees that accredited representatives of the American Federation of State, County, and Municipal Employees whether local union representatives, district council representatives, or international representatives shall have full and free access to the premises of the employer at any time during working hours to conduct union business, if the appropriate administrator is notified and such visits do not interrupt any employees work schedules.

SECTION 4

No employee shall be disciplined for the violation of work rule without the employee's prior knowledge of said rule. The burden of proof of the employee's knowledge shall rest with the school administration. This section shall in no way limit the right of the employer to direct the work of its employees and the employer reserves the right to discipline immediately for serious offenses.

SECTION 5

The employer agrees to provide copies of this agreement to all employees.

SECTION 6

If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (includes tailoring, dry cleaning, and laundering) shall be paid by the employer. The cost of protective eyeglass lenses and the initial frames and those damaged while on the job shall be paid by the employer.

SECTION 7

All employees that request activity tickets shall receive two (2) adult tickets at no cost to the employee.

SECTION 8

The employer shall pay for all Commercial Drivers Licenses.

SECTION 9

When an employee is traveling on official District business and is using his/her private vehicle, they shall be reimbursed at the rate of recommended state reimbursement rate. When an employee is traveling outside the District on official business, they shall be reimbursed for actual meal expenses, up to a maximum of \$30.00 per day. Employees shall also be reimbursed for actual lodging costs.

ARTICLE VIII: MANAGEMENT RIGHTS

All functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement, the State Law of Iowa and the Public Employment Relations Act. The Board also reserves the right to select or employ supervisors that may or may not have been previous members of the bargaining unit. Such supervisors shall not be members of the bargaining unit and their duties and salaries shall be determined solely by the Board or its authorized representative.

ARTICLE IX: SICK LEAVE

SECTION 1: ALLOWANCE

Any employee contracting or incurring any service or non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay.

Employees shall be allowed one and one-half (1 1/2) days of sick leave for each month of service.

SECTION 2: ACCUMULATION

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave to the following amounts:

12-month employees: 140 days

Less than 12-month employees: 120 days

The employer shall provide disability insurance that provides for coverage after 90 calendar days.

SECTION 3: UNUSED SICK LEAVE

When an employee is separated from the Keokuk Community School District, for any reason other than retirement, he or she forfeits all unused sick leave.

SECTION 4: PHYSICIAN'S STATEMENT

- A. An employee under the care of a physician will obtain a statement that he or she has or is being treated by the physician. This statement shall include the number of days the employee could be away from work and at what time or date the employee will most likely be able to return to work. This statement will be sent to the Central Administration Office upon the employee's return to work.
- B. After a three (3) day absence due to illness, a doctor's statement will be required at employee expense. If the employee's illness cannot be verified, the employee must pay the physician and will not receive pay for the days he or she was absent from work.
- C. The physician's statement shall be only one source of sick leave verification. The employer retains the right to determine for reasons of good cause that the employee has misused his or her sick leave. Such other reasons shall include, but not be limited to, participation in activities or a part-time position the same day as the employee utilized sick leave.
- D. Any employee that willfully violates the provision of the article shall be subject to Article XI.

SECTION 5: CONVERSION

As of June 30th of each year, any employee who has one hundred thirty (130) days or more in his/her sick leave accounts (prior year and current year) shall receive two days of pay as a bonus incentive for not using sick leave or any employee who has one hundred twenty five (125) days or more in his/her sick leave accounts (prior year and current year) shall receive one day of pay. The rate of pay for this incentive bonus shall be \$8.50 per hour per sick day. This bonus shall be payable on the first paycheck of the fiscal year. No 12-month employee shall begin the fiscal year with more than one hundred forty (140) days in his/her sick leave account while no employee with a less than 12-month work year shall begin the fiscal year with more than one hundred twenty (120) days in his/her sick leave account.

ARTICLE X: LEAVES OF ABSENCE

SECTION 1: ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after thirty (30) days service with the employer.

SECTION 2: APPLICATION FOR LEAVE

Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. All leaves, except in the case of employee illness, illness of his/her

family or funeral, shall be submitted 24 hours in advance. All leave cancellations shall require 24-hour advance notice. The Superintendent or designee shall make the final decision on all leaves of absence.

SECTION 3: PAID LEAVE

- A. FAMILY SICKNESS - In the event of sickness in the family of an employee--spouse, children, parents, grandparents, siblings of the employee and/or spouse and any other member of the immediate household--the employee shall upon request be granted a leave of absence. The absence shall be deducted from the employees accumulated sick leave balance. Such leave shall be limited to a three (3) day maximum for sickness per occurrence except in case of doctor's care whereby doctor orders that the person receive supervised care which exceeds the three (3) days.
- B. JURY DUTY - Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury services. Employee shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
- C. INCLEMENT WEATHER DAYS - On days that school is not in session, employees on 12-month contracts will be paid if they are released by the superintendent or his designee. Other employees whose work year is based upon the days of student attendance will also be paid on inclement weather days when their attendance is not required but will work the day scheduled as a make-up day without pay. The district will make every attempt to release employees with pay on early dismissal days once all essential duties have been completed as determined by the supervisor.
- D. PERSONAL BUSINESS - Each employee shall be granted two (2) paid personal days per year, which may accumulate if not used to a maximum of five (5) days. Personal days are in addition to all other leaves and shall not be deducted from sick leave or any other leaves the employee may have accumulated.
- E. FUNERAL LEAVE -- An employee shall be granted funeral leave for good cause at full pay for funerals as follows: in the immediate family (defined as spouse, children, parents, grandparents and siblings of the employee and/or spouse and any other members of the immediate household) – a maximum of 5 days. For the funeral other than the immediate family – a maximum of 3 days may be taken when there is good reason to attend. Additional time may be granted by the Central Office Administration due to extenuating circumstances. This leave will not be charged to sick leave.
- F. Except in cases of emergency, employees shall notify Central Administration Office of personal illness or family illness by telephone (319-524-1402, ext. 6) no later than one (1) hour prior to the start of your assigned workday. The employer may waive the deadline for good cause. Partial days may be reported as the illness or emergency arises.

SECTION 4: UNPAID LEAVES

- A. REASONABLE PURPOSE - Leaves of absence for a limited period - not to exceed six months - may be granted for good cause, and such leaves may be extended upon written request.
- B. EXTENDED PERSONAL ILLNESS - Employees may request unpaid extended leave for personal illness at any time even if all accumulated sick leave has not been used. All accumulated benefits will be retained by the employee.
- C. MATERNITY - Maternity leaves shall be considered as personal illness.
- D. MILITARY SERVICES - Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity. Such pay shall be the minimum as defined by law.

1. Any employee who enters into active service in the armed forces of the United States while in the service of the employee shall be granted a leave of absence for the period of military service.
- E. UNION LEAVE - The union leadership shall be granted unpaid leave for union activities to an aggregate limit of eighty (80) hours per year.

ARTICLE XI: DISCIPLINE AND DISCHARGE

A. DISCIPLINE

Disciplinary action or measures may include any of the following in order:

- Oral Reprimand
- Written Reprimand
- Suspension (Notice to be given in writing)

Disciplinary action may be imposed upon an employee only for failure to fulfill his responsibilities as an employee or for any other just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Disciplinary action shall be progressive for minor offenses, major offenses may be punished as management determines.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any written reprimand, suspension, or discharge shall be served in writing to the union and employee.

Any written reprimand, suspension, or discharge shall be served in writing to the union and employee. The union and the employee shall also be notified in writing of any official oral reprimand given to the employee.

B. DISCHARGE

The employer retains the exclusive right to discharge all of its employees as defined by Section 7-3, Chapter 20 of the Code of Iowa (Public Employees Relations Act), which state, "...suspend or discharge public employees for proper cause...". In addition, the employer shall have the right at the time individual contracts are issued to improve the overall performance of any job classification by terminating any employee for just cause.

ARTICLE XII: SENIORITY

SECTION 1: DEFINITION

- A. SENIORITY - Seniority means an employee's length of continuous service with the employer since his/her first day of employment. This does not apply to substitutes. An employee who is employed for 6 or more hours per day or 30 or more hours per week is a full-time employee and is assigned 1 year of seniority for each year of full-time employment. An employee who is employed for less than 6 hours per day or less than 30 hours per week is a part-time employee and is assigned 1/2 year of seniority for each year of part-time employment. The seniority as defined above applies to 9-month and 12-month employees. All employees hired prior to 7-1-03 retain any seniority accrued prior to that date.
- B. EMPLOYEE - Employee shall mean those individuals represented by Local 2005, AFSCME.
- C. SENIORITY LIST - By October 1 of each school year, the Board shall provide a current copy of the seniority list to the union secretary.

SECTION 2: PROBATION PERIOD

- A. New employees shall obtain seniority after sixty (60) workdays of employment. If the probation period is satisfactory, seniority shall commence as of the original date of employment.
- B. All employees in a new position shall be on probation at the higher rate of pay for a period of ten (10) days. If an employee proves to be unsatisfactory, he or she shall be returned to the former position and pay.

SECTION 3: BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge, and retirement.

SECTION 4: WORK FORCE CHANGES

Whenever a job opening occurs - in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening (with pay steps listed) shall be posted on the Keokuk Community School District e-mail (News) for ten (10) working days prior to the position being filled. When a job opening occurs due to movement out of a position, the job will be posted and filled within 30 days. All employees off duty shall have the right to apply for any posted vacancy. Such employees shall also have the right to request that the Central Administration Office notify them of such vacancies, which may occur while the employee is off duty.

During this period, employees who wish to apply for the open position or job-including employees on layoff - may do so. The application shall be in writing, and it shall be submitted to the Central Administration Office.

The employer shall fill the opening by promoting from among the qualified applicants the employee with the greatest system seniority. Employees within the same job classification shall receive consideration over other employees. If the more senior employee feels he is equally qualified, he may grieve this decision. If the employer is filling an existing position, it shall be posted for bid within ten (10) days of the creation of the vacancy.

A. DEMOTIONS - The term demotion, as used in this provision means the reassignment - of an employee from a position in one job classification to a lower paying position in the same classification or in another job classification.

B. LAYOFF - In the event it becomes necessary to lay off employees for any reason within a job classification, employees shall be given a thirty (30) day notice. Employees are to be laid off in inverse order of their seniority in that classification. The classifications shall be (1) Maintenance/Custodial, (2) Food Service and (3) Transportation. An employee who is not the least senior employee in the bargaining unit and whose position has been discontinued shall be offered the position of the least senior employee in his/her classification if available or in a different job classification if he/she is qualified. Any employee may decline a position and go directly to the recall list in his/her classification. When an employee is displaced by such action, that employee may use his/her seniority to move to a different position in the same manner and in cases of multiple elimination of position the most senior qualified employee shall have first choice.

No new employees shall be hired until all qualified employees on lay off status have been offered recall. Employees shall have recall rights for a period equal to their length of employment with the District, not to exceed a maximum of two years. Employees on the recall list will be notified of recall by registered mail sent to their last known address. Failure to accept such recall in ten (10) working days or inability of the postal service to deliver the letter of recall shall each result in the loss of the employee's recall rights.

C. SUBSTITUTES RIGHTS ON LAYOFF - A supervisor may fill a temporarily vacant bargaining unit position only after all laid off bargaining unit employees with recall rights have been offered work in that classification. If no such employees exists on the recall list and a reasonable attempt has been made

to contact the employee or if the employee is presently employed while he/she awaits recall, then the district may fill or not fill temporarily vacant positions in any manner it may choose.

D. TRANSFERS -

A transfer shall mean any change in the employee's position or assignment.

When transfer is necessary, the least senior employee will be transferred first.

Involuntary transfers will not be used to permanently fill a position unless the position has been posted for bidding and no current employee bid on the position, or is qualified. Should the employer have to hire and employee(s), the new employee(s) shall be given un-bid positions prior to voluntary transfer of current employees.

Any employee temporarily filling in a supervisory or "lead worker", for more than one day, shall receive an additional twenty-five (\$.25) per hour.

E. DIRECTING THE WORK FORCE - The employer retains the exclusive rights to hire, promote, demote, transfer, assign and retain public employees as defined by the Public Employment Relations Act, providing the exercising of such rights in no way conflicts with this Agreement.

F. HOURS REDUCTION - In the event that the employer determines that hours are to be reduced, the least senior employees within the job classification shall have their hours reduced. The number of employees affected will be determined by operational needs, which may mean that more than one employee's hours may be reduced.

ARTICLE XIII: PERSONNEL FILE

A. PERSONNEL FILE REVIEW

1. Each employee shall have the right at any time to review the contents of his/her personnel file and may request a representative of the Union to accompany them. The employee shall indicate in writing (or signed form) that he/she has examined the file. Examination of the employee's central file shall take place in the Central Administration Office.
2. The Board or its Administrative Representative, shall not establish any separate personnel file which is not available for the employee's inspection.
3. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Parties examining the files shall record name, date, and purpose for examination. This log shall be retained in the file examined.
4. Items within the personnel folder shall be removed only by the Superintendent or his/her designee and all adverse evaluation and/or complaints shall be removed from the file after they are older than five (5) years of age.
5. There shall be no anonymous material in an employee's file.

B. PERSONNEL FILE CONTENT

1. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
2. A copy of any complaint directed toward an employee which is placed in the personnel file is to be promptly called to the employee's attention and signed by the source.
3. Any untrue or unsubstantiated material shall be removed from the file.

C. PERSONNEL FILE REPRODUCTION

The employee shall have the right to reproduce any of the contents of said file at employee's expense.

ARTICLE XIV: WAGES

SECTION 1 - WAGE SCHEDULE

Employees hired after July 1, 2006 shall be compensated in accordance with the wage Schedule attached to this Agreement and marked Appendix A. All employees will receive a 4% increase of their 2005-06 salary for 2006-07; 3% increase of their 2006-07 salary for 2007-2008; and, 3% increase of their 2007-2008 salary for 2008-2009.

Any employee hired after July 1, 2006, will be paid at the rate indicated in Appendix A.

SECTION 2 - PAY PERIOD

The salaries and wages of employees shall be paid on or before the first day of each month. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

- A. JUNE 1ST CHECK - If school is in session on June 1, the employee shall receive the June 1 check on that date. If the regular school ends prior to June 1, the employee shall receive his/her check on the last working day.
- B. FINAL PAY - Each employee shall have the option of receiving all or part of his/her earned wages by June 30th of any contract year.

SECTION 3 - INDIVIDUAL CONTRACTS

Individual contracts between the Board and any individual employee represented by AFSCME shall be subject to and consistent with the terms and conditions of this Agreement. The individual contract shall incorporate through written reference that said contract complies with the terms and provisions of this Agreement and this Agreement shall be controlling if any provision of the two documents are in conflict.

SECTION 4 - SHIFT DIFFERENTIALS

In addition to the established wage rates, the employer shall pay an annual stipend of \$700.00 to employees assigned to work second (2nd) or third (3rd) shift.

SECTION 5 - INSURANCE

The Board agrees to furnish all AFSCME employees that are employed thirty (30) hours or more per week on a regular basis, without cost to the individual, the following insurance protection as defined by the then current carrier. All employees who are employed twenty (20) hours or more and have the district provided benefits listed below prior to July 1, 1997 will retain such benefits. After July 1, 1997 any employee hired for thirty (30) hours or more will not lose benefits if his/her hours are reduced below thirty (30) hours.

- A. Each AFSCME employee employed thirty (30) hours or more per week, and their dependents, shall be covered by a health and major medical program including unlimited diagnostic x-rays and labs. Single coverage shall be paid by the district and the district's contribution toward family coverage will be \$125 per month. Employees electing single coverage may choose to apply \$25 per month to the purchase of a tax sheltered annuity of the employee's choice in his/her name.
- B. Each AFSCME employee employed thirty (30) hours or more per week, and their dependents, shall be covered by prescription drug insurance.
- C. Each AFSCME employee employed thirty (30) hours or more per week shall be covered by a term life insurance program that provides coverage to twice the amount to the nearest \$1,000.00 of the employee's annual salary with a minimum policy of \$5,000.00.
- D. Each AFSCME employee employed thirty (30) hours or more per week shall be covered by a long-term disability insurance program.
- E. Each AFSCME employee shall be covered by workmen's compensation.

- F. Each AFSCME employee employed thirty (30) hours or more per week, and their dependents, shall be covered by dental insurance.
- G. All insurance programs provided by the Board shall be on an annual basis. AFSCME employees employed thirty (30) hours or more per week that are new to the district shall be covered by Board provided insurance no later than one (1) month after initial employment. When necessary, payment of premiums in behalf of the AFSCME employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- H. The Board shall provide each AFSCME employee employed thirty (30) hours or more per week a description of the insurance coverage provided herein ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of application and enrollment meetings.

SECTION 6 - PHYSICAL EXAMINATION

The Board shall require a physical of all new employees. The district will pay the difference between the cost of the required physical and the insurance coverage for the physical.

SECTION 7 - IN-SERVICE TRAINING

In-service training that is required of employees shall be paid in accordance with Article XVII—Overtime.

SECTION 8 - TOOLS

The district will provide all maintenance tools as an initial purchase. The district will provide all mechanical tools larger than hand tools as an initial purchase. Such tools will be replaced only when broken and/or damaged beyond use. For tools to be replaced, old or broken tools must be turned in to the Supervisor of Custodial and Maintenance Services.

ARTICLE XV: HOURS OF WORK

SECTION 1 - HOURS OF WORK

- A. REGULAR HOURS - The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed to include lunch period, except transportation employees shall be excluded from this provision of consecutive hours.
- B. WORK WEEK - The work week shall consist of five (5) consecutive days of not more than eight (8) hours, Monday through Friday inclusive.
- C. WORK SCHEDULE - The employees regular work schedule shall not be changed by the Administration solely for the purpose of avoiding the payment of overtime. In addition, any reduction in the number of hours an employee works shall be subject to Article XII: Section 4.
- D.

SECTION 2 - REST PERIODS

All employees' work schedules shall provide for fifteen (15) minute rest period during each four-hour period of employment. The rest period shall be scheduled at the middle of each consecutive four-hour period of employment or as close as feasible.

Employees who for any reason work beyond their regular eight hour quitting time into overtime, shall receive a fifteen (15) minute rest period before they start to work on overtime. In addition, they shall be granted the regular periods that occur during the shift.

SECTION 3 - MEAL PERIODS

All employees employed for four (4) or more consecutive hours shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each eight (8) hour shift. Only food service workers shall receive a paid lunch period and employees not receiving a paid lunch period shall never utilize the fact other employees receive a lunch period with pay in an attempt to obtain for themselves a paid lunch period.

ARTICLE XVI: CALL TIME

A. RETURN TO WORK

Any regular twelve-month employee called back to work outside of his regular scheduled shift shall be paid a minimum of two hours at the rate of time and one-half.

B. BUILDING CHECKS

Employees asked to check buildings on their non-duty days shall be paid time and one-half for one (1) hour for all buildings except for senior high which will be one and one-half hours.

C. CALL BACK ACTIVITY RUNS

Bus drivers activity runs that are not preliminary to nor extensions of regular runs shall be paid a minimum of two (2) hours at the activity run rate of pay.

ARTICLE XVII: OVERTIME

SECTION 1 - RATE OF PAY

Time and one-half of the employee's regular hourly rate of pay, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

A. DAILY - All work performed in excess of eight (8) hours in any workday.

B. WEEKLY - All work performed in excess of forty (40) hours in any workweek and all work performed on Saturday or Sunday.

SECTION 2 - WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary for custodial, maintenance, (cafeteria), and transportation personnel. The district reserves the right to require overtime when emergency situations warrant for these services.

All voluntary and involuntary overtime for all departments will start with the most senior employee and move down the seniority list until the overtime is accepted.

If the overtime is not accepted, the least senior employee must accept the overtime.

The only exception to the above language is that the head custodian of each building may be contacted first.

SECTION 3: OVERTIME EQUALIZATION

An attempt shall be made to equalize overtime opportunities within classification by shifts.

ARTICLE XVIII: VACATIONS

SECTION 1 - ELIGIBILITY AND ALLOWANCE

Twelve-month full time employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>SERVICE REQUIREMENTS</u>	<u>VACATION PERIOD</u>
Less than 7 years	2 weeks
7 years to 15 years	3 weeks
15 years to 20 years	4 weeks
20 years or more	5 weeks

In every case, years of service shall be determined by the employee's full time (8 hours per day) anniversary date. An employee who is employed for 6 or more hours per day or 30 or more hours per week is a full-time employee. An employee who is employed for less than 6 hours per day or less than 30 hours per week is a part-time employee.

SECTION 2 - VACATION PAY

The rate of vacation pay shall be at the employee's regular straight time daily rate.

SECTION 3 - CHOICE OF VACATION PERIOD

Vacations shall be granted at the time requested by the employee if in the opinion of the Board such vacation does not interfere with work needs. The district reserves the right to deny vacation request during the one-week period prior to the beginning of school for students. If at any other time during the year, the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Employees will attempt to notify their Supervisor by May 1st if at all possible. Will refer to the Employee Relations Committee should a concern arise.

SECTION 4 - HOLIDAY DURING VACATION PERIOD

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended an additional day.

SECTION 5 - WORK DURING VACATION PERIOD

Any employee who is required to work during his vacation period shall be paid for regular hours at a rate of time and one-half his regular rate and for overtime hours at a rate of two and one-half times his regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request as defined by this Article.

SECTION 6 - VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated for the earned and unused vacation he has accumulated at the time of separation.

SECTION 7

Twelve (12) month employees may take vacation during the school year if qualified substitutes are available. Employees will attempt to notify their Supervisor as far in advance as possible. Will refer to the Employee Relations Committee should a concern arise.

ARTICLE XIX: HOLIDAYS

SECTION 1 - HOLIDAYS RECOGNIZED AND OBSERVED

The following days as determined by the Federal Government shall be recognized and observed as paid holidays for twelve (12) month employees:

Independence Day	New Years Day and the Day Before
Labor Day	President's Day (if school is not in session)
Thanksgiving Day and the Day After	Good Friday (and Monday following if not used as a snow day)
Christmas Day and the Day After	Memorial Day

All ten (10) month employees will receive holiday pay only for Thanksgiving Day and the day after and Christmas and the day after (if school is not in session).

SECTION 2 - ELIGIBILITY REQUIREMENTS

Employees shall be eligible for holiday pay under the following conditions:

- A. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave and:
- B. The employee worked his last scheduled workday prior to the Holiday unless he is absent with pay for any reasonable purpose as defined by this agreement. If a holiday is observed on an employee's scheduled day off or during his vacation he/she shall receive the added day or days for the unworked holiday.

SECTION 3

Any employee that works on a holiday shall be paid at the rate one and one-half times their regular rate in addition to their holiday pay.

ARTICLE XX: HEALTH AND SAFETY

The employer agrees to provide a safe and healthful work place for its employees and remove all recognized hazards.

ARTICLE XXI: DURATION

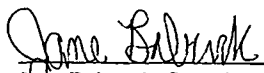
SECTION 1 - DURATION

This agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2009.

This agreement shall automatically continue in force and effect for equivalent periods, except as it may be amended, modified, or substituted as defined by Chapter 20 of the State Code of Iowa.

SECTION 2: RE-OPENING OTHER ARTICLES

Articles of this agreement, may with mutual consent of both parties, be re-opened for negotiations.



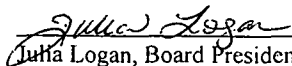
June Babcock, Superintendent

8/24/06
Date



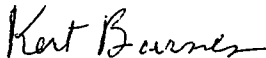
Pat Mahoney, AFSCME President

8-24-06
Date



Julia Logan, Board President

8-28-06
Date



Kent Barnes, AFSCME Vice-President

8-24-06
Date

**APPENDIX A
HOURLY WAGE SCHEDULE**

Base Pay Rates

<u>Year</u>	<u>Custodians</u>	<u>Maintenance</u>	<u>Bus Driver/Custodian</u>	<u>Server</u>	<u>Cook</u>
06-07	\$10.00	\$15.00	\$13.00	\$8.00	\$9.00
07-08	\$10.10	\$15.10	\$13.10	\$8.10	\$9.10
08-09	\$10.20	\$15.20	\$13.20	\$8.20	\$9.20

Sub bus driver pay shall be \$10.00 per hour.

Full-time bus drivers shall bid on trips before part-time bus drivers and the bidding shall be based on seniority.

Activity Runs are \$8.50 per hour (06-07, 07-08, 08-09).

Contract employees who sub bus drive shall be paid \$14.80, or their regular pay, whichever is higher).

Kitchen Manager will be paid an annual stipend of \$2,200.00.

Handicap Bus Driver annual stipend shall be \$700.00.

Summer Cleaning Crew (2 Crew Leaders) --- Should either employee in these positions be replaced, the Crew Leader position shall pay \$875.00 per year.